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**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

DERRICK D. BLASSINGAME,
PLAINTIFF,

VS.

TRIHEALTH INC.,

**THE GOOD SAMARITAN
HOSPITAL OF CINCINNATI OHIO**

THE CITY OF CINCINNATI, OHIO

JACOB BOATRIGHT,
in his individual and official capacity as
Security Officer of Public Safety for TriHealth
the Good Samaritan Hospital of Cincinnati,
Ohio

JOYCE CARTER, in her individual and
official capacity as Patient Relations Manager of
TriHealth, Inc.

STEVE GRACEY, in his individual and
official capacity as Senior Vice President and
General Counsel of TriHealth, Inc.

DEFENDANT'S

CASE NO.: 1:21CV395

J. BLACK

MJ. LITKOVITZ

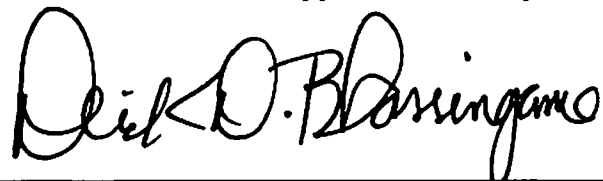
COMPLAINT

INTRODUCTORY STATEMENT

Blassingame v. TriHealth, Inc. et al – EMTALA, Rehabilitation Act

1. This case concerns TriHealth, Inc., The Good Samaritan Hospital of Cincinnati, Ohio, The City of Cincinnati, Jacob Boatright, Joyce Carter, and Steve Gracey, (the Defendant's", hereafter) policy and practice of denying appropriate emergency care to Plaintiff Mr. Derrick D. Blassingame on November 5, 2020, in violation of the Emergency Medical Treatment and Active Labor Act ("EMTALA"), 42 U.S.C. § 1395dd, and the Rehabilitation Act, 29 U.S.C. § 794.
2. TriHealth, which owns and operates The Good Samaritan Hospital of Cincinnati, Ohio, The City of Cincinnati, Jacob Boatright, Joyce Carter and Steve Gracey Mr. Blassingame harmed and caused injury to Plaintiff Mr. Derrick D. Blassingame when he presented to The Good Samaritan Hospital Emergency Department with chest pain. On November 4, 2021, Plaintiff Mr. Blassingame was advised by TriHealth officials to return to the Emergency Department if his chest pain symptoms worsened. Because of these policies, TriHealth and The Good Samaritan Hospital repeatedly and systematically failed to provide Plaintiff Mr. Blassingame with the emergency care required by EMTALA and the Rehabilitation Act. As a result, Plaintiff Mr. Blassingame have become, contracted life-threatening infections, and/or unnecessarily suffered severe pain for several days at a time, intermittent swelling in his right hand, knees and left shoulder.
3. Plaintiff therefore brings this action to ensure that the Defendant's do not subject him to harm because of the Defendant's refusal to comply with federal law.

Plaintiff Mr. Blassingame's has attached hereto his Memorandum in Support of his Complaint.

A handwritten signature in black ink, appearing to read "Derrick D. Blassingame", written over a horizontal line.

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CASE NO.: _____

MEMORANDUM IN
SUPPORT OF
COMPLAINT.

PARTIES

4. Plaintiff Derrick D. Blassingame is a citizen of the United States and a resident of the
State of Ohio.

Blassingame v. TriHealth, Inc. et al – EMTALA, Rehabilitation Act

5. TriHealth, Inc, owns and operates two acute care hospitals and more than 130 sites of care. TriHealth provides a wide range of clinical, educational, preventive and social programs facilities in the State of Ohio. TriHealth requires its hospitals to adhere to the Directives, which denied the Plaintiff with emergency medical services on November 5, 2021.
6. TriHealth Inc., is incorporated in the State of Ohio and has its headquarters and principal place of business in Cincinnati, Ohio, which is in the Southern District of Ohio.
7. In 2019, Defendant TriHealth, Inc., was ranked in the top three hospitals regionally by U.S. News and World Report.
8. The Good Samaritan Hospital of Cincinnati, Ohio is affiliated with TriHealth through an integrated healthcare system that formed as a partnership between Good Samaritan Hospital and Bethesda Hospital, Inc. TriHealth is a full-service, not-for-profit health system.

JURISDICTION AND VENUE

This is an action for declaratory and permanent injunctive relief to enforce the rights of Plaintiff Mr. Derrick D. Blassingame under the Emergency Medical Treatment and Active Labor Act (“EMTALA”), 42 U.S.C § 1395dd, and the Rehabilitation Act, 29 U.S.C § 794.

Because this is a civil action arising under laws of the United States, this Court has subject-matter jurisdiction pursuant to 28 U.S.C. § 1331. Because all Defendants reside within the Southern District of Ohio, venue is proper under 28 U.S.C. §1391(b)(1).

EMTALA STATUTORY FRAMEWORK

1 EMTALA states, inter alia, that any hospital that received Medicare funds and operates
2 an emergency department:

- 3 i. Must stabilize any individual determined to have an emergency medical
4 condition, see 42 U.S.C. § 1395dd(b); and
- 5 ii. May not transfer (which includes discharge) any individual with an emergency
6 medical condition who has not been stabilized, unless, inter alia, the individual
7 requests a transfer or a physician certified that the benefits of a transfer to another
8 medical facility outweigh the increased risks to the patient, see id. § 1395dd(c).
- 9 iii. EMTALA defines an emergency medical condition as “a medical condition
10 manifesting itself by acute symptoms of sufficient severity (including severe pain)
11 such that the absence of immediate medical attention could reasonably be
12 expected to result in placing the health of the individual ... in serious jeopardy,
13 [cause] serious impairment to bodily functions, or serious dysfunction of any
14 bodily organ or part.” Id. § 1395dd(1)(A).
- 15 iv. EMTALA defines “to stabilize” to mean to provide such medical treatment of the
16 condition as may be necessary to assure, within reasonable medical probability,
17 that no material deterioration of the condition is likely to result from or occur
18 during the transfer of the individual from a facility[.]” Id. § 1395dd(3)(A).
- 19 v. Defendants TriHealth, Good Samaritan Hospital and the City of Cincinnati
20 receive Medicare funds and operate emergency departments and are subject to the
21 requirements of EMTALA. The Defendants Jacob Boatright, Steve Gracey and
22 Joyce Carter are employees of the Defendants.

23
24
25
26 **THE DEFENDANTS’ FAILURE TO COMPLY WITH EMTALA**

27 **Blassingame v. TriHealth, Inc. et al – EMTALA, Rehabilitation Act**

1 9. There are several conditions that can arise during, or that can be exacerbated by, chest
2 pain, “where the absence of immediate medical attention could reasonably be expected to
3 result in placing the individual ... in serious jeopardy, [or cause] serious impairment to
4 bodily functions, or serious dysfunction of any bodily organ or part.” 42 U.S.C. §
5 1395dd(e)(1)(A).

6
7 10. For Mr. Blassingame, the “immediate medical attention” required to stabilize him within
8 the meaning of EMTALA is to provide him with appropriate treatment for chest pain. In
9 addition, several underlying health conditions, including, for example, certain types of
10 diabetes, heart disease, and kidney disease, can be exacerbated by chest pain. In such
11 circumstances, a patient may experience an emergency medical condition that requires
12 emergency medicine and treatment.

13
14 11. Mr. Blassingame was also seen on November 4, 2020, for chest pain and was instructed
15 by TriHealth Good Samaritan doctors to return if symptoms worsened. **See Exhibit A –**
16 **TriHealth Discharge Summary and Instructions.**

17 12. On November 5, 2020, Plaintiff Mr. Blassingame arrived to the Emergency Department
18 at The Good Samaritan Hospital of Cincinnati, Ohio and requested to be seen by a
19 licensed physician for severe chest pain. As Mr. Blassingame waited to be checked in, he
20 was instructed by a nurse to stand in a designated area. While complying with the nurses’
21 orders Mr. Blassingame was confronted by TriHealth Public Safety Security Officers,
22 one of them being Defendant Jacob Boatright with tasers pointed at Mr. Blassingame.
23 Defendant Jacob Boatright and other public safety officers directed that Mr. Blassingame
24 get on the ground, put his hands up, and lay face down on a concrete floor. Mr.

25 Blassingame complied with these orders out of fear of being tased by Defendant Jacob
26

1 Boatright and TriHealth Good Samaritan public safety security officers. Mr.

2 Blassingame's chest pain worsened, and his symptoms were exacerbated from being
3 threatened using tasers, kneeling on the hard surface, laying face down on the concrete
4 floor, having multiple knees applied to his back, arms, hands, knees and neck as
5 Defendant Jacob Boatright and his co-workers placed Mr. Blassingame in handcuffs.
6

7 13. As a result of the harm and injuries caused to Mr. Blassingame, he suffered public
8 humiliation, shame and embarrassment as the incident took place in a busy urban
9 emergency department at Good Samaritan Hospital. **See Exhibit B – TriHealth Clifton
10 Lobby and Taser Video Surveillance.**

11 14. The Defendant's policies and actions threatens Mr. Blassingame with real, immediate,
12 and substantial harm by placing barriers on his ability to obtain stabilizing treatment for
13 chest pain – related emergency medical conditions from Defendants. The Defendant's
14 filing of criminal trespassing and disorderly conduct charges also interferes in Mr.
15 Blassingame's ability to maintain his patient-physician relationship. Mr. Blassingame's
16 sees his primary care physician and cardiologist at TriHealth Good Samaritan Hospital.
17

18 15. The Defendant the City of Cincinnati by and through the Cincinnati Police Department
19 did in fact interfere in Mr. Blassingame's treatment or care by arresting him for Criminal
20 Trespassing and Disorderly Conduct. Cincinnati Police Officers used their influence to
21 distract Mr. Blassingame from his medical coverage by suggesting it was urgent they
22 make an arrest, book him and claimed that he would be on the docket for "night court."
23 Mr. Blassingame, under duress asked why he was being arrested and requested to be seen
24 for his chest pain systems. Cincinnati Police Officers denied Mr. Blassingame treatment
25 services and promised he would be seen by jail medical staff. That promise was
26

broken. In fact, arresting Officer Gibson, denied Mr. Blassingame medical treatment while Mr. Blassingame was handcuffed in the police cruiser several times. Defendant, the city of Cincinnati's negligence also violated EMTALA and the Rehabilitation Act.

REHABILITATION ACT STATUTORY FRAMEWORK

16. Section 504 of the Rehabilitation Act, 29 U.S.C § 794, prohibits federally funded programs or activities from excluding, denying benefits to, or discriminating against, an "otherwise qualified individual with a disability in the United States ... solely reason of her or his disability[.]"

17. The Rehabilitation Act's implementing regulations further provide that "[a] [federal funds] recipient shall make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped applicant ... unless the recipient can demonstrate that the accommodation would impose an undue hardship on the operation of its program." 28 C.F.R § 41.53.

18. An entity's failure to provide a reasonably accommodation to a disabled individual that the individual needs to enjoy meaningful access to the entity's benefits and services constitutes discrimination under the Rehabilitation Act.

19. A disability includes "a physical or mental impairment that substantially limits one or more major life activities of [an] individual[.]" See 29 U.S.C. § 705 (20)(B) (citing 42 U.S.C. § 12102(1)).

20. A major life activity includes, but is not limited to, eating, sleeping, concentrating, and working. 29 U.S.C. § 705(20)(B) (citing 42 U.S.C. § 12102(2)).

21. Included in the Rehabilitation Act's definition of "program or activity" are "all of the operations of ... an entire corporation ... or other private organization ... which is

1 principally engaged in the business of providing ... health care ...” 29 U.S.C. §
2 794(b)(3)(A)(ii).

3 22. Defendants are principally engaged in the business of providing health care and receive
4 federal funds and are therefore subject to § 504 of the Rehabilitation Act.
5

6 **THE DEFENDANTS’ FAILURE TO COMPLY WITH THE REHABILITATION ACT**

7 23. Certain types of chest pain complications cause physical impairments that substantially
8 limit major life activities and therefore constitute a disability under the Rehabilitation
9 Act.

10 24. Certain non-heart related disabilities under the Rehabilitation Act, such as hypertension,
11 may also cause severe chest pain complications or heart conditions.
12

13 25. Certain chest pains, involving heart complications require stabilizing treatment under
14 EMTALA, including chest pain and may cause severe heart complications.

15 26. The Defendants denied Mr. Blassingame this treatment and the provision of information
16 about this treatment.

17 27. Certain disabilities involving heart complications requires emergency medical services
18 under the applicable standard of care for the practice of medicine, including certain
19 diagnosed chest pains.
20

21 28. The Defendants denied Mr. Blassingame this treatment and the provision of information
22 about this treatment.

23 29. Defendants’ hospitals do not have a policy that prohibits staff members from
24 providing nondisabled individuals or individuals with disabilities unrelated to chest pain
25 complications who have emergency medical conditions appropriate stabilizing treatment,
26 as required by EMTALA.

1 30. Defendants do not have a policy that prohibits staff members at their hospitals.

2 from providing nondisabled individuals or individuals with disabilities unrelated to heart
3 complications full emergency medical services, or information about emergency services,
4 in accordance with the applicable standard of care.

5 31. Defendants fail to provide a reasonable accommodation to individuals with disabilities
6 involving heart related or chest pain complications.

7 32. Providing Mr. Blassingame and individuals with disabilities involving certain heart
8 complications would not impose an undue hardship on Defendants.

9 33. Defendants have already excluded, denied services to, and discriminated against Mr.
10 Blassingame and other African Americans involving heart complications in violation of
11 the Rehabilitation Act. As a result, Mr. Blassingame did not receive emergency care that
12 they were otherwise qualified to obtain solely by reason of their disabilities and suffered
13 harm as a result.
14

15 34. Defendants knew or had reason to know of the disabilities and reported symptoms and
16 complications suffered by Mr. Blassingame. **See Exhibit C – Mr. Blassingame’s**
17 **TriHealth ED Notes, Summary and Physician/Nurse Notes.**

18 35. As a result of the Defendant’s blatant and unjust negligence, Mr. Blassingame fears that
19 he will be unable to obtain emergency medical services from Defendants for a disability
20 involving chest pain, heart complications solely by reason of that disability and suffers
21 serious mental anguish and distress as a result.
22

23 36. As a result of the Defendant’s blatant and unjust negligence, Mr. Blassingame fears that
24 he will be unable to obtain medical services from Defendants for a disability involving
25 chest pain, heart complications or visit his primary care physician and cardiologist solely
26 by reason of that disability and suffers serious mental anguish and distress as a result.

37. Defendant's actions threaten Plaintiff Mr. Blassingame with real, immediate, and substantial harm by impeding his ability to obtain emergency medical services, or information about full emergency medical services, from Defendant's hospitals that they are otherwise qualified to obtain solely by reason of their disabilities.

DECLARATORY AND INJUNCTIVE RELIEF

38. The allegations contained in the preceding paragraphs are adopted by reference.

39. An actual and immediate controversy exists between Plaintiff and Defendants.

Plaintiff is entitled to a declaration of rights with respect to this controversy. Without such a declaration, Defendant's enforcement of their actions threatens Plaintiff Mr. Blassingame with the deprivation of his rights under the law and puts his health and life at risk.

40. Absent declaratory and permanent injunctive relief, Defendants will continue to withhold emergency heart care from African Americans, including Plaintiff Mr. Blassingame, in violation of EMTALA.

41. Absent declaratory and permanent injunctive relief, Defendants will continue to discriminate against, exclude, and deny services to African Americans and others with disabilities involving cardiac complications including chest pain, including Mr. Blassingame, by withholding full emergency services or information about full emergency services, in violation of the standard of care and the Rehabilitation Act.

COUNT ONE

Violation of 42 U.S.C. § 1395dd

Emergency Medical Treatment and Active Labor Act (EMTALA)

(Declaratory and Injunctive Relief)

Blassingame v. TriHealth, Inc. et al – EMTALA, Rehabilitation Act

42. The allegations contained in the preceding paragraphs are adopted by reference.

43. As a result of Defendants' policy and practice of denying Mr. Blassingame and other African Americans emergency medical treatment, Defendants have, and will continue to, systematically violate EMTALA by refusing to provide Plaintiff Mr. Blassingame and other African Americans suffering emergency medical conditions with cardiac chest pain complications emergency treatment services necessary to stabilize them in accordance with the standard of care, thereby causing harm to African Americans, including Plaintiff Mr. Blassingame.

COUNT TWO

Violation of 29 U.S.C. § 794

Rehabilitation Act

44. The allegations contained in the preceding paragraphs are adopted by reference.

45. As a result of Defendants' policy and practice of denying Mr. Blassingame and other African Americans emergency medical treatment Defendants have, and will continue to, systematically violate the Rehabilitation Act by excluding, denying services to, and/or discriminating against Plaintiff Mr. Blassingame and other African Americans with disabilities involving cardiac chest pain complications, solely by reason of their disabilities, thereby preventing them from accessing full emergency services or information about full emergency services they are otherwise qualified to obtain in accordance with the standard of care, and causing harm to Plaintiffs' members. 2:15-cv-12611-GAD-RSW Doc # 4 Filed 10/01/15 Pg. 15 of 17 Pg. ID 29

REQUEST FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court:

1 46. Assert jurisdiction over this matter.

2 47. Issue a declaratory judgment in favor of Plaintiffs declaring that:

3 48. Defendants must provide appropriate stabilizing treatment, including.

4 treatment from chest pain when such treatment is the standard of care, for African.

5 Americans with emergency medical conditions within the meaning of EMTALA; and

6 Defendants must allow persons with disabilities within the meaning of the

7 Rehabilitation Act that involves cardiac or chest pain complications to have full.

8 access to hospital emergency services, and information about hospital

9 emergency services, including outpatient services, where such

10 treatment is the standard of care;

11 48. Issue a permanent injunction that bars Defendants from:

12
13 1) withholding appropriate stabilizing treatment, including chest pain complication from African
14 Americans emergency-related emergency medical
15 conditions within the meaning of EMTALA; and
16

17 2) Excluding, denying services to, or discriminating against, Plaintiff Mr. Blassingame and African
18 Americans with disabilities under the Rehabilitation Act that involve cardiac complications, by
19 refusing to provide them with full access to emergency services, and information about hospital
20 emergency services, including outpatient services, where such treatment is the standard of care;

21 49. Award Plaintiffs the costs of this action, including reasonable attorneys' fees;

22 and

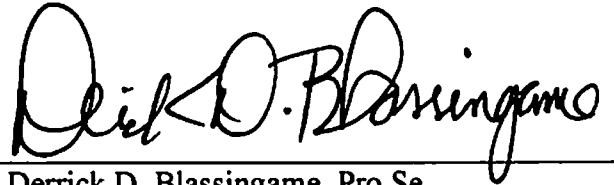
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24 50. Award Plaintiff \$2,000,000 for pain, suffering, emotional distress and for violations of
25 EMTALA and the Rehabilitation Act; and

26 51. Award Plaintiff Mr. Blassingame, such other relief as the Court deems just and appropriate.

27 Blassingame v. TriHealth, Inc. et al – EMTALA, Rehabilitation Act

1
2 For the foregoing reasons, Plaintiff Derrick D. Blassingame moves this Court to GRANT
3 his complaint and petition for injunctive relief.

4 Respectfully Submitted

5
6
7 

8 Derrick D. Blassingame, Pro Se

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4 IN THE UNITED STATES DISTRICT COURT
5 SOUTHERN DISTRICT OF OHIO

6 DERRICK D. BLASSINGAME,
7 PLAINTIFF,

CIVIL ACTION

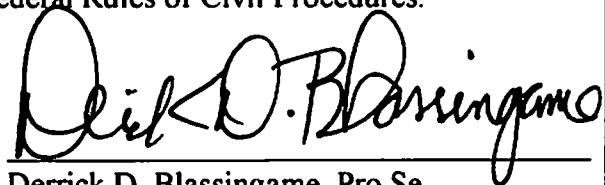
CASE NO.: _____

8 vs.

9 TRIHEALTH INC., ET AL
10

11 JURY DEMAND

12 Now comes Plaintiff Derrick D. Blassingame, pro se, and hereby demands a trial by jury
13 of all issues so triable pursuant to Rule 38 of the Federal Rules of Civil Procedures.

14 
15
16 Derrick D. Blassingame, Pro Se

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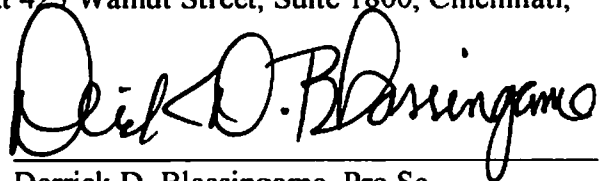
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10

CERTIFICATE OF SERVICE
*COMPLAINT, MEMORANDUM IN SUPORT
OF COMPLAINT, JURY DEMAND*

11
12 Now comes Derrick D. Blassingame and hereby certifies that a copy of this
13 document was served upon Andrew A. Spievack at 425 Walnut Street, Suite 1800, Cincinnati,
14 Ohio 45202 on June 10, 2021.

15 
16

Derrick D. Blassingame, Pro Se